

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GLAZIERS, ARCHITECTURAL METAL)
AND GLASS WORKERS LOCAL)
UNION NO. 27 WELFARE AND)
PENSION FUNDS,) NO. 18 CV 7257
PLAINTIFFS,) JUDGE
v.) MAGISTRATE JUDGE
LUXE GLASS & MIRROR, LLC,)
an Illinois limited liability company,)
DEFENDANT.)

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ, ANDREW S. PIGOTT and ARNOLD AND KADJAN, complain against Defendant, **LUXE GLASS & MIRROR, LLC**, an Illinois limited liability company, as follows:

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor Relations Act, 29 U.S.C. Section 185 (a) as amended.

(b) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 (“ERISA”), as amended.
 2. Venue is founded pursuant to 29 U.S.C. Section 1132 (e)(2) in this District where the Funds, as described in Paragraph 3, are administered.
 3. (a) The Plaintiffs in this count are the TRUSTEES OF THE GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 27 FRINGE BENEFIT FUNDS (“the Funds”), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Glaziers Union Fringe Benefit Funds and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

4. (a) Defendant, **LUXE GLASS & MIRROR, LLC ("LUXE")**, is an Illinois corporation authorized to do business in Illinois and is an employer engaged in an industry affecting commerce.

5. On or around April 1, 2018, **LUXE** entered into a collective bargaining agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees

6. By virtue of certain provisions contained in the collective bargaining agreements, **LUXE** is bound by the Trust Agreement establishing the Funds.

7. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, **LUXE**, when given reasonable notice by Plaintiffs or their representatives, must submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

8. **LUXE** admitted, acknowledged and ratified the collective bargaining agreements entered into with the Union by filing its periodic report form for March 2018 with the Funds and by paying the amounts indicated due on that report.

9. LUXE has failed to tender reports or make contributions for the months from April 2018 forward.

WHEREFORE, Plaintiff pray for relief as follows:

- A. LUXE be ordered to submit to an audit for **April 2018 through the present**.
- B. Judgment be entered on any amounts found to be due on the audit.
- C. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).
- D. LUXE, be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.
- E. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

**TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL AND
GLASS WORKERS LOCAL UNION
NO. 27 WELFARE AND
PENSION FUNDS**

By: s/ Andrew S. Pigott
One of their Attorneys

Donald D. Schwartz
Andrew S. Pigott
ARNOLD & KADJAN, LLP
35 E. Wacker Dr., Ste. 600
Chicago, Illinois 60601
(312) 236-0415